

# Cedar.AI API User Agreement

**Effective Date:** Aug 1, 2024

This API User Agreement ("Agreement") is made between you ("User" or "you") and Cedar.AI ("Company," "we," or "us"). By accessing or using the Cedar.AI API (the "API"), you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree to these terms, you are prohibited from accessing or using the API.

## 1. License Grant

Subject to the terms and conditions of this Agreement, Cedar.AI grants you a limited, non-exclusive, non-transferable, revocable license to access and use the API solely for your internal business purposes. Cedar.AI reserves all rights not expressly granted in this Agreement.

## 2. API Access and Usage

### 2.1 API Key

To access the API, you must create an account and obtain an API key from Cedar.AI. You are solely responsible for maintaining the confidentiality of your API key and for all activities that occur under your API key. You must notify Cedar.AI immediately upon discovery of any unauthorized use of your API key.

### 2.2 Unlimited API Usage

You may use the API without a cap on the number of API calls. Your usage will be billed according to the tiered pricing model outlined in this Agreement, with no hard limits on the number of calls. However, higher usage will result in increased costs as per the tiered pricing structure.

### 2.3 Pricing Model

Your API usage is billed in accordance with the following subscription plans:

- **Basic Plan:** \$30/month
- **Essential Plan:** \$60/month
- **Professional Plan:** \$90/month

In addition to the base plan, usage will be billed according to the following tiered pricing:

- **0 - 864 API calls:** \$0.1500 per call
- **865 - 4,320 API calls:** \$0.1000 per call
- **4,321 - 8,640 API calls:** \$0.0625 per call
- **8,641 - 86,400 API calls:** \$0.0500 per call
- **86,401 - 1,296,000 API calls:** \$0.0450 per call
- **1,296,001 - 6,480,000 API calls:** \$0.0400 per call
- **6,480,001 - 21,600,000 API calls:** \$0.0300 per call
- **21,600,001 - 34,560,000 API calls:** \$0.0200 per call
- **34,560,001 and above:** \$0.0125 per call

Your API usage and associated costs will reset at the beginning of each billing cycle, aligned with your subscription's billing date.

## **3. Billing and Payment**

### **3.1 Billing Cycle**

Your billing cycle will begin on the date you subscribe to a plan and will recur on the same date each month. Payments are due at the beginning of each billing cycle.

### **3.2 Overage Charges**

If your API usage exceeds the limits of your selected plan, you will be charged overage fees according to the tiered pricing model outlined above. Overage charges will be billed at the end of the billing cycle and must be paid within 7 days of the invoice date.

### **3.3 Payment Methods**

You must provide a valid payment method when subscribing to the API. By providing payment information, you represent and warrant that you are authorized to use the designated payment method and authorize Cedar.AI to charge the payment method for all applicable fees. Cedar.AI may use third-party payment processors to process payments, and you agree to the terms of service of such processors.

### **3.4 Auto-Cancellation**

If Cedar.AI is unable to process your payment, your access to the API may be immediately suspended or canceled without notice. You are responsible for ensuring that your payment information is current and accurate.

## **4. Usage Restrictions**

You agree not to:

- Use the API in any way that violates applicable laws or regulations.
- Use the API to develop or distribute applications that are substantially similar to or competitive with Cedar.AI's services.
- Share your API key with any third party or allow unauthorized access to the API.
- Engage in any activity that compromises the security or integrity of the API or Cedar.AI's systems.

## **5. Data Privacy and Security**

Cedar.AI will implement commercially reasonable security measures to protect the confidentiality, integrity, and availability of your data transmitted through the API. These measures will include encryption, access controls, and regular security audits. However, you acknowledge and agree that no method of transmission over the Internet is entirely secure. Cedar.AI is not responsible for any unauthorized access or breaches caused by your failure to adequately secure your API key or other access credentials.

### **5.1 Data Collection and Use**

Cedar.AI may collect certain data related to your use of the API. This data will be used to improve the API, monitor usage, and enforce the terms of this Agreement. Cedar.AI will not share your data with third parties except as required by law or as necessary to provide the API.

## **6. Termination**

### **6.1 Termination by You**

You may terminate this Agreement at any time by canceling your subscription through the Cedar.AI customer portal and ceasing all use of the API.

## **6.2 Termination by Cedar.AI**

Cedar.AI may terminate this Agreement or suspend your access to the API at any time, with or without cause, and without prior notice to you. Causes for termination include, but are not limited to, violations of this Agreement or any applicable law. Where possible, Cedar.AI will notify you of the termination or suspension.

## **6.3 Effect of Termination**

Upon termination, all licenses granted under this Agreement will immediately terminate, and you must cease all use of the API. Any outstanding payment obligations, including overage fees, will survive termination.

## **7. Limitation of Liability**

To the maximum extent permitted by law, Cedar.AI's total liability to you for any claims arising out of or relating to this Agreement or your use of the API is limited to the amount you have paid to Cedar.AI in the 3 months preceding the claim. Cedar.AI will not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenues, data, or use, even if Cedar.AI has been advised of the possibility of such damages.

## **8. Indemnification**

You agree to indemnify, defend, and hold harmless Cedar.AI, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including legal fees, arising out of or in any way connected with:

- Your use of the API;
- Your violation of this Agreement;
- Your violation of any third-party rights, including intellectual property or privacy rights;
- Any violation of laws or regulations by you.

## **9. Confidentiality**

You agree to maintain the confidentiality of any non-public information disclosed to you by Cedar.AI during the course of your use of the API. You may not disclose any such information to any third party without Cedar.AI's prior written consent.

## **10. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws provisions.

Any dispute arising out of or related to this Agreement will be resolved through binding arbitration in Seattle, Washington, unless both parties agree otherwise. The arbitration will be conducted in accordance with the rules of the American Arbitration Association, and the decision of the arbitrator(s) shall be final and binding on both parties.

## **11. Modifications**

Cedar.AI reserves the right to modify this Agreement at any time. Any changes will be effective immediately upon posting on the Cedar.AI website. Cedar.AI will notify you directly of any significant changes that materially affect your rights or obligations under this Agreement. If you do not agree to the modified terms, you may terminate this Agreement by ceasing all use of the API and notifying Cedar.AI within 30 days of the notice.

## **12. Entire Agreement**

This Agreement constitutes the entire agreement between you and Cedar.AI regarding the API and supersedes all prior agreements, understandings, or representations, whether written or oral, concerning its subject matter.

## **13. Contact Information**

If you have any questions about this Agreement or the API, please contact Cedar.AI at [team@cedarai.com](mailto:team@cedarai.com), or visit our customer portal.

---

**By using the Cedar.AI API, you acknowledge that you have read, understood, and agreed to the terms of this Agreement.**

